COLLECTIVE BARGAINING AGREEMENT

MARIN COUNTY FIRE DEPARTMENT
FIREFIGHTERS' ASSOCIATION

AND

THE COUNTY OF MARIN

July 1, 2025 – June 30, 2028

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ARTICLE 1 – INTRODUCTION

The salaries, hours, fringe benefits, and working conditions set forth have been mutually agreed upon by designated bargaining representatives of the County of Marin (hereinafter called "COUNTY") and the Marin County Fire Department Fire Fighters' Association (hereinafter called "ASSOCIATION") and shall apply to all employees in the Fire Fighters' Supervisory, Non-Supervisory and Seasonal Bargaining Units.

ARTICLE 2 – RECOGNITION

2.1 County hereby recognizes Association as the bargaining representative for the purpose of establishing salaries, hours, fringe benefits, and working conditions for all employees within the Fire Fighters' Supervisory, Non-Supervisory and Seasonal Units as established by the Personnel Commission April 18, 1974, and as modified by the Personnel Commission on April 10, 1978 and April 21, 2004.

SUPERVISORY
Fire Captain (40 Hour and 56 Hour)
Senior Fire Captain (56 Hour)

NON-SUPERVISORY
Fire Dispatcher (40 hour employees assigned to a 56-hour schedule)
Fire Engineer (40 Hour and 56 Hour)
Fire Engineer Paramedic (40 Hour and 56 Hour)
Fire Fighter (40 Hour and 56 Hour)
Fire Fighter Paramedic (40 Hour and 56 Hour)
Fire Heavy Equipment Operator (40 Hour and 56 Hour)
Fire Inspector (40 hour)

SEASONAL
Firefighter – Seasonal (40 Hour and 72 Hour)
Fire Dispatcher Assistant
Wildfire Defensible Space Inspector

2.2 Both parties recognize their mutual obligation to cooperate with each other to assure maximum service of the highest quality and efficiency to the residents of and visitors to Marin County.

2.3 All employees within the bargaining unit represented by the Association may voluntarily join the Association and pay dues, initiation fees, and general assessments, as well as payment of any other membership benefit program sponsored by the organization (payroll deductions) as determined by the Association. It shall be the responsibility of the

Association to maintain a record of employees who have given their written consent to join and pay dues (members). The dues will be paid to the Association by payroll deductions implemented by the County. The Association shall certify to the County the identity of such members and the amount of the payroll deductions.

2.4 The County shall provide the Association written notice of County-wide new employee orientations, whether in person or online, as least ten (10) business days prior to the orientation. The notice shall include time, date, and location of the orientation. Representatives of the Association shall be permitted to meet with the new employees for up to thirty (30) minutes during a portion of the orientation for which attendance is mandatory. The Association shall provide the County at least five (5) business days prior to the orientation any materials it would like the County to distribute to the new employees at the orientation.

The County shall make best efforts to provide the Association with the name, job title, department, work location, work, home and personal cellular telephone numbers, personal email addresses, and home addresses of all employees in the bargaining unit every 90, but not less than once every 120 days.

2.5 The parties agree that upon certification of the Association that it has and will maintain an employee's written authorization, the County will deduct dues as established by the Association from the salaries of its members. The sums so withheld shall be remitted by the County, without delay, along with a list of the employees who have had said dues deducted. Such dues deductions shall continue so long as the Union remains the exclusive representative of this bargaining unit or unless discontinued or modified in accordance with the process outlined below.

2.6 If an employee member in the bargaining unit desires to revoke, cancel or change prior dues deduction authorization, the County shall direct the employee member to the Association. Any such dues deduction revocation, cancellation and/or change shall only be effective when submitted by the Association directly to the County and is subject to the terms and conditions set forth in the original payroll deduction/authorization.

2.7 The Association shall indemnify, hold harmless, and defend the County to the extent permitted by federal and/or state law against any claim, including but not limited to any civil or administrative action, and expense and liability of any kind, including but not limited to reasonable attorney's fees, legal costs, settlements, or judgments, arising from or related to the County's compliance with this section. The Association shall be responsible for the defense of any claim within this provision, subject to the following: (i) the County shall promptly give written notice of any claim to the Association; (ii) the County shall provide assistance reasonably requested for the defense of the claim; and (iii) the Association has the right to control the defense or settlement of the claim; provided, however, that the County shall have the right to participate in, but not control, any litigation for which indemnification is sought with counsel of its own choosing, at its own expense; and provided further that the Association may not settle or otherwise resolve any claim or action in a way that obligates the County in any manner, including but not limited to paying any amounts in the settlement, taking or omitting to take any actions, agreeing to any policy change on the part of the County, or agreeing to any injunctive relief or consent decree being entered against the County, without the consent of the County. This duty to indemnify, hold harmless, and defend shall not apply to actions related to compliance with this section brought by the Association against the County.

2.8 No member, official, or representative of Association shall, in any way, suffer any type of discrimination in connection with continued employment, promotion, or otherwise by virtue of the employee's membership in or representation of Association.

2.9 The parties to this agreement agree that they shall not, in any manner, discriminate against any person whatsoever because of sex, race, color, ancestry, religious creed, national origin, physical or mental disability, medical condition, age, marital status, the taking of family and medical leave per the Family and Medical Leave Act (FMLA) or pregnancy disability leave, sexual orientation, political or religious opinions or affiliations, gender identity, and any other factor unrelated to job performance. Complaints pursuant to such issues will be handled pursuant to the County Equal Employment Opportunity and Anti-Harassment Policies (PMR 21).

2.10 In connection with collective bargaining, unless otherwise agreed, each bargaining committee will not exceed five (5) persons. Employee members of Association's bargaining committee will be allowed to absent themselves from duties for reasonable periods of time, without loss of pay, for the purpose of participating in contract negotiations.

2.11 Except in cases of emergency as provided for under Government Code Section 3504.5, The County shall provide Association with ten (10) working days' notice in advance of final action relating to salaries, hours, working conditions, and/or fringe benefits of employees generally within these units. County also agrees to provide Association with five (5) working days' notice in advance of Board of Supervisors' consideration of staff proposals on the above matters.

ARTICLE 3 – EXISTING LAWS, REGULATIONS AND POLICIES

This agreement is subject to all existing laws of the State of California, ordinances, and regulations of the County of Marin. The County, the Association and the employees affected thereby, unless otherwise specified herein, shall be entitled to all benefits conferred thereby and shall observe all obligations engendered thereby.

ARTICLE 4 – ADMINISTRATION

4.1 Association may, by written notice to the Director of Human Resources, designate one of its members within each of the Supervisory and Non-Supervisory Units as Shop Steward. The workload of a Shop Steward shall be reduced to permit the steward to devote an average of three hours per week of duty time to Association activities. In all cases, a Shop Steward shall secure permission from the supervisor before leaving a duty assignment. Such permission shall not be unreasonably withheld.

4.2 Authorized Shop Stewards of Association shall be allowed to post Union notices on bulletin boards maintained on County premises.

4.3 Shop Stewards may investigate and process formal grievances filed by employees.

4.4 The original or a copy of all material which reflects on an employee's performance shall immediately be inserted in the employee's file in the Human Resources Department, and the employee shall be notified accordingly. Said file shall be available at reasonable times for inspection by the employee and/or such persons as the employee may authorize in writing.

ARTICLE 5 – SALARIES

The rate of pay for all classes and employees shall be increased as follows:

5.1 Salaries

Effective the pay period following the later of (1) July 1, 2025 or (2) adoption of this agreement by the Board of Supervisors, the rate of pay for all represented employees shall be increased by four percent (4.0%).

Effective the first full pay period of July 2026, the rate of pay for all represented employees shall be increased by three and three-quarters of a percent (3.75%).

Effective the first full pay period of July 2027, the rate of pay for all represented employees shall be increased by three percent (3.0%).

5.2 Equity Adjustments

a. Effective the pay period following adoption of this agreement by the Board of Supervisors, the County will increase the base pay for bargaining unit classifications as set forth below. These adjustments reflect the Parties' mutual agreement as to the appropriate equity increases needed to address market alignment and internal relationships.

○ Fire Captain	2.76%
○ Fire Dispatcher	0.99%

In addition, each non-surveyed classification which is tied to a benchmark classification will receive a base wage increase sufficient to maintain the differential between the non-surveyed classification and the benchmark classification.

b. Market-based equity adjustments are independent of the General Salary Increases and will be implemented in an additive (non-compounded) fashion.

5.3 Emergency Medical Technician and Emergency Medical Dispatch Pay

Effective the first full pay period following Board adoption of the CBA in 2025, all Regular Hire full-time employees in fire suppression, medical, and administrative who have a current California Emergency Medical Technician (EMT) Certification will receive additional pay of three and one quarter percent (3.25%). Employees must maintain their EMT Certification to continue receiving this benefit.

Effective the pay period following July 1, 2026, all Regular Hire full-time employees in the Fire Dispatcher Series who have a current Emergency Medical Dispatcher (EMD) Certification will receive additional pay of one percent (1.0%). Effective the pay period following July 1, 2027, EMD pay will be increased by an additional one percent (1%) for a total of two percent (2.0%). Employees must maintain their EMD Certification to continue receiving this benefit. Fire Dispatch positions do not qualify for EMT pay.

5.4 Signing Bonus for Newly Hired Employees

The Parties agree that the County may continue the practice of paying signing bonuses to new hires in "hard to fill" positions. The County will notify the Association before advertising or offering hiring bonuses affecting bargaining unit positions or if it intends to modify the hiring bonus program.

"Hard to fill" generally means an approved open recruitment has been unfilled for six (6) months, or the approved recruitment needed to re-open more than once because the County was unable to hire a candidate for the opening, or the County can show a difficulty retaining employees in the classification due to salary concerns, or other similar agencies are offering a signing bonus for the classification.

5.5 Acting Captain (Pay for Grade)

Effective the first full pay period after programming of the Telestaff system to accommodate Pay for Grade is completed, but no later than February 2023, Employees in the ranks of Engineer, Engineer Paramedic, or Fire Heavy Equipment Operator who are designated by the Department to perform all of the duties of a Fire Captain, shall receive 5.0% pay differential for each hour worked as an Acting Captain.

Employees in the ranks of Engineer, Engineer Paramedic, or Fire Heavy Equipment Operator who are deployed Out of County as an Engine Boss or Crew Boss (i.e., performing all of the duties of a Fire Captain or company officer) shall receive the 5.0% Acting Captain pay differential during the Out of County deployment.

The parties understand that the County will initially calculate the regular rate of pay for employees receiving Acting Captain pay to include the Acting Captain differential for all overtime hours worked. However, this calculation is not required by law. Therefore, within thirty (30) days' written notice from the County the parties will meet over the sole issue of implementing a regular rate calculation based on the FLSA for employees receiving Acting Captain pay.

5.6 Fire Heavy Equipment Operator Pay

Effective the pay period following the later of July 1, 2025 or adoption of this agreement by the Board of Supervisors, The Fire Heavy Equipment Operator classification will be paid the same base hourly rate as the Fire Engineer/Paramedic Classification.

ARTICLE 6 – HOURS OF WORK

6.1 WORK PERIOD AND DUTY DAY

6.1.1 The 7k work period for fire suppression is 24 days. A new work period may be designated at the sole discretion of the Fire Chief, with 10 days' notice to the employee(s). The work period for Fire Dispatchers and 40 hour employees is 7 days.

The standard duty day for fire suppression personnel and Fire Dispatchers shall consist of one period of 24 consecutive hours beginning at 8:00 A.M. The County and the Association agree to continue the 2x4 schedule and mandatory overtime, practice.

The standard duty day for Fire Dispatchers will be 24-hour shifts on a 2x4 schedule. Except in the case of an emergency, a schedule change may be made at the discretion of the Fire Chief, with 10 days' notice to the employee(s).

6.1.2 "40-hour employees" are employees in any classification who are assigned to any administrative or operational assignments designated by the Fire Chief. The standard duty day for 40-hour Fire Protection Employees shall consist of one period of 8 consecutive hours beginning at 0800 hours, except of the Fire Crew, whose standard work schedule is four ten-hour shifts. Upon approval of the fire chief, the hours comprising the duty day may be modified to accommodate a "four-ten" schedule".

6.2 DUTY WEEK

The duty week for fire suppression personnel and fire dispatch personnel is established by the assigned shift schedule and may be either 48 or 72 hours for shift personnel. The duty week for all other (non-shift) personnel will be 40 hours.

6.3 Overtime, Compensatory Time Callback

6.3.1 Administration

6.4.1.1 Employees shall be paid for all overtime worked not later than the second pay check following performance of the work at one and one-half times the duty hour rate subject to the following limitations, conditions, and authorization.

6.4.1.2 Overtime and compensatory time shall be compensated to the nearest tenth hour. All overtime work shall be distributed equitably among all employees in each work unit. Compensatory time off at time and one half, instead of paid overtime, shall be subject to departmental control, and solely at the discretion of the Chief. The cap on the accrual for compensatory time shall be one hundred and twelve (112) hours for eligible regular hire fire suppression job classes and forty-eight (48) hours for Fire Dispatchers. The cap on the accrual for compensatory time shall be 40 hours for all eligible 40 hour job classes, excluding Fire Dispatchers. Leave hours shall count as time worked for overtime purposes.

6.4.1.3 Paid overtime requires prior written authorization of the Fire Chief. Authorization must be secured by the Fire Chief and communicated by the Fire Chief to the employee.

6.4.1.5 Overtime payment shall be based on time records maintained, as may be required by County and shall be open to review by the Association.

6.4.1.6 Employees are required to respond to Department, text messaging, telephone, or other contact regarding overtime.

6.4.1.7 Any matter pertaining to this section is not subject to the grievance procedure, if it involves a single incident of less than two (2) hours of overtime.

6.3.2 Computation for regular hire fire suppression employees

6.4.2.1 Overtime is time worked beyond 182 hours within the 24- day work period. The regular rate of pay for overtime compensation for suppression employees shall be based on the hours regularly scheduled in a 24-day work period.

Example:

$$\frac{\text{(Hours scheduled in 24-day work period x hourly rate) + any other eligible renumerations received in the work period}}{\text{Hours scheduled in 24-day work period}}$$

6.4.2.2 Extra Shift Premium: When, at the request of the Department, an employee works a shift where he or she is not scheduled to work, and the employee has taken paid leave during the same work period, that employee shall be eligible to be paid at the premium rate of one and one half times the duty hour rate for time worked on the extra shift even if that employee has not worked over 182 hours in the work period.

6.4.2.3 Callback: An employee who has departed the work location, and is called back, is guaranteed a minimum of eight (8) hours duty time.

6.3.3 Computation for 40 hour employees except for Fire Dispatchers

6.4.3.1 Overtime is time worked beyond the employee's regular duty day (e.g., 8 or 10 hours); or the forty (40) duty week, whichever is longer. The regular rate of pay for overtime compensation for employees in administrative assignments shall be based on hours regularly scheduled in a 7-day work period.

Example:

$$\frac{\text{(Hours scheduled in 7-day work period x hourly rate) + any other eligible renumerations received in the work period}}{\text{Hours scheduled in 7-day work period}}$$

6.4.3.2 Callback: An employee who has departed the work location, and is called back, is guaranteed a minimum of three (3) hours duty time.

6.3.4 Computation for Fire Dispatchers

6.4.4.1 Regular Overtime for Fire Dispatchers is time worked beyond 40 hours in the work week. Regular Overtime shall be paid at one and one-half times the duty hour rate.

6.4.4.2 Extra Shift Premium: When, at the request of the Department, an employee works a shift during a day where he or she is not scheduled to work, and the employee has taken paid leave during the same week, that employee shall be eligible to be paid a premium rate of time and a half for time worked on the extra shift even if that employee has not worked over 40 hours in the workweek.

6.3.5 For all classifications covered under this MOU, personnel assigned to emergency incidents, both in-county and out of county shall be compensated portal to portal for the duration of the incident assignment.

ARTICLE 7 – PRE-REQUISITES

7.1 VACATION

7.1.1 Each regular employee shall be entitled to earn vacation credit on the basis of months of continuous service in accordance with the following schedule. A year of service equals 2912 hours for regular hire fire suppression employees, and 2080 hours for 40-hour employees.

Dispatchers assigned to a 56-hour shift

Months of Service	Maximum Hourly Accrual (based on 40-hours per week)	Maximum Annual Accrual Hours
0 through 24 months	0.0539	112
Greater than 24 months through 48 months	0.0654	136
Greater than 48 months through 108 months	0.0808	168
Greater than 108 months through 228 months	0.10775	224
Greater than 228 months through 360 months	0.1346	280
Greater than 360 months	0.1615	336

Regular Hire Fire Suppression Employees

Months of Service	Maximum Hourly Accrual	Maximum Annual Accrual Hours
0 through 24 months	.0385	112
Greater than 24 months through 48 months	.0467	136
Greater than 48 months through 108 months	.0577	168
Greater than 108 months through 228 months	.0770	224
Greater than 228 months through 360 months	.0962	280
Greater than 360 months	.1154	336

40 Hour Employees

Months of Service	Maximum Hourly Accrual	Maximum Annual Accrual Hours
0 through 24 months	.0385	80
Greater than 24 months through 48 months	.0467	96
Greater than 48 months through 108 months	.0577	120
Greater than 108 months through 228 months	.0770	160
Greater than 228 months through 360 months	.0962	200
Greater than 360 months	.1154	240

Vacation shall be accumulated as indicated above with a maximum accumulation of 360 hours for Regular Hire Fire Suppression employees and for Fire Dispatchers series employees working a 2x4 schedule and a maximum accumulation of 300 hours for 40 hour employees. Thereafter, additional vacation time accrual shall be suspended.

7.1.2 Vacation After Six Months of Employment

Vacation usage may be authorized by the Fire Chief, considering the interest of the employee and the operational needs of the Department.

7.1.3 Preference

Employees shall be given preference for vacations by job assignment based upon department seniority, “Job assignment” is defined as Fire Suppression, Medical Administrative, ECC, or Fire Crew. For the purposes of this section, all Firefighter’s are considered to be assigned to “medical”, unless assigned to the fire crews.

Personnel assigned are as listed below:

FIRE SUPPRESSION
Fire Engineer
Fire Heavy Equipment Operator
Fire Captain
Senior Fire Captain

MEDICAL
Firefighter
Firefighter Paramedic
Fire Engineer Paramedic

ADMINISTRATIVE
Fire Captain (Administrative Assignment)
Fire Captain (ECC)
Fire Engineer or Fire Engineer Paramedic
(Administrative Assignment)
Heavy Equipment Operator (40-Hour Assignment)
Firefighter or Firefighter Paramedic (Administrative Assignment)

ECC
Fire Dispatcher

FIRE CREWS
Fire Captain
Fire Engineer or Fire Engineer Paramedic
Firefighter or Firefighter Paramedic (only during “A” Window)

Shift Battalion Chiefs, the Fire Crew Battalion Chief, or the ECC Division Chief will build a “time off” option within the Department’s scheduling software (e.g., Vector Scheduling).

Vacation shall be scheduled only in numbers of hours accumulated by the date of the scheduled vacation. The minimum number of hours of vacation on any given shift shall be 8 hours and the maximum number of partial shifts per calendar year shall be four (4).

Vacation scheduled and approved must be taken. However, exceptions may be granted on a case-by-case basis to an employee who is unable to take a scheduled vacation for good cause (e.g., illness, injury, etc. to employee or family member). The determination, by the County, of whether good cause exists shall be made by the Fire Chief.

SUPPRESSION
Each individual will be allowed to schedule four (4) consecutive shifts up to two cycles, of “A” (summer months June 1– October 31) vacation per year, on a SHIFT seniority basis.

Each individual will be allowed to schedule UNLIMITED CONSECUTIVE SHIFTS of “B” (winter months November 1 – May 31) vacation per year, on a SHIFT seniority basis.

“A” (June 1 – October 31) one (1) individual off per shift. Effective January 1, 2026, two (2) individuals will be permitted off per shift.

“B” (November 1 – May 31) two (2) individuals off per shift

MEDICAL
Each individual will be allowed to schedule four (4) consecutive shifts up to two (2) cycles, of “A” (summer months June 1 – October 31) vacation per year, on a shift seniority basis.

Each individual will be allowed to schedule UNLIMITED CONSECUTIVE SHIFTS of “B” (winter months November 1 – May 31) vacation per year, on a SHIFT seniority basis.

“A” (July 1 – October 31) one (1) individual off per shift

“B” (November 1 – June 30) two (2) individuals off per shift

ADMINISTRATION
As fits the needs of the individual and the Department.

ECC

“A” (June 1 – October 31) One (1) Dispatcher off per shift. Subject to other provisions contained within this guideline one ECC Captain off, to ensure that there is no overlap of ECC Captain vacation, the window being requested will consist of the shift immediately preceding and following the requested tour.

“B” (November 1 – May 31) One (1) Dispatcher off per shift. One ECC Captain off, to ensure that there is no overlap of ECC Captain vacation, the window being requested will consist of the shift immediately preceding and following the requested tour.

FIRE CREWS

“A” (June 1 – November 15). During the summer “A” vacation period, up to one (1) person per crew will be allowed off. However, only one (1) person per rank will be allowed off on each side of the week (Sun–Wed or Weds–Sat).

“B” No cap on the number of Crew positions off, unless Crews are staffed with Seasonal Firefighters due to an extended fire season, in which case, the restrictions for the summer “A” vacation period will apply.

Windows
September 15 – 30 will be the window for bidding winter (November 1 – May 31 for Suppression; November 1 – June 30 for Medical) vacations.

March 15 – 30 will be the window for bidding summer (June 1 – October 31 for Suppression; July 1 – October 31 for Medical) vacations.

There will be one rotation for summer vacation and two rotations for winter vacations.

Highlights

Seniority lists will be utilized for suppression and medical. Each shift will maintain three seniority lists (suppression, medical, and ECC). Seniority will be used for both window periods, separately.

Vacation requests will be taken in blocks of consecutive shifts. Seniority bidding will occur during windows only.

It is the individual's responsibility to be prepared for the bidding process prior to window dates. Individuals not prepared will be skipped.

Individual "Remaining Shifts"

Individual shifts remaining after the bids will be granted on a first come, first served basis, unless it incurs ten (10) hours or more of overtime at the time of the request.

Individual "remaining shifts" will be available year round.

Once an individual vacation shift day is granted, it cannot be revoked.

Individual "remaining shifts" must be requested two weeks in advance. Only the Chief or Deputy Chief may approve shifts requested with less than two weeks' notice.

Vacancies that exceed 120 calendar days as a result of 4850 Disability, Long-Term Disability, retirements, resignations or terminations, that will result in overtime if the Individual Shift is granted, will not be grounds for denial of the shift.

7.1.4 Illness on Vacation

If an employee becomes ill while on vacation, the time of actual illness may be charged against accumulated sick leave subject to sick leave requirements.

7.1.5 Vacation Payment at Termination

An employee who resigns, retires, is laid off, or discharged and who has earned vacation time to the employee's credit shall be paid for the vacation time as of the effective date of termination.

7.1.6 After working 14 or more consecutive days on an out of county assignment, if the employee returns to the county on a regular duty day, the employee may use vacation time for the remainder of the duty day with the approval of the Chief or designee.

7.1.7 Trade Policy

SCOPE: To outline the trade policy of the Marin County Fire Department

7.1.7.1 While there is no limit on trades, the department reserves the right to implement the following steps in the event of abuse or excessive use of the trade policy:

(a) The department may require compliance with a “trades pay back plan” where the outstanding trade balance owed exceeds nine trades in any six-month period. The individually tailored plan shall be created after consultation with the Association.

(b) The department may deny trades where excessive trading by an individual is unreasonably hurting the functioning of a team in the department.

7.1.7.2 All trades, no matter what length, require a shift trade be added to the calendar in the Department’s staffing software (e.g., Vector Scheduling), and must be approved by the shift Battalion Chief prior to the trade date. Emergency trades must be approved by shift Battalion Chief.

Trades are to be considered cancelled if the person requesting the trade (applicant) is to be committed to an out of country assignment or if the applicant or reliever is on Workers’ Compensation at the time of the trade date.

7.1.7.3 Reliever assumes full responsibility for shift traded.

7.1.7.4 Unless emergency arises, a trade shift being entered in Telestaff should precede trade. Emergency trades to be approved by shift Battalion Chief or designee only. Trades are to be considered cancelled if the person requesting the trade (applicant) is committed to an out of county assignment prior to the trade date.

7.1.7.4.1 An employee who is working a trade shall be deemed to be in regular paid status for the duration of the trade regardless of whether or not he or she is assigned to an out of county assignment. Therefore, no overtime compensation will be made to the reliever for the day/duration of the trade. If overtime is needed to maintain minimum station staffing levels, it shall be filled according to the Marin County Fire Department overtime policy.

7.1.7.5 Trades between ranks will be permitted subject to restrictions in Department Policy.

7.1.7.6 Trade policy will be strictly enforced by one or more of following actions within a one-year period.

1st Violation: Pay docked number of hours missed.

2nd Violation: Possible suspension according to Personnel Management Regulation 47. Repayment of all trades outstanding; no further trades until repayment is completed.

3rd Violation: Total loss of trading privileges, plus disciplinary action under Personnel Management Regulation 47.

7.1.7.7 All trades will be paid back within twelve months from date of trade.

7.1.8 After working 14 or more consecutive days on an out of county assignment, if the employee returns to the county on a regular duty day, the employee may use vacation time for the remainder of the duty day with the approval of the Chief or designee.

7.2 HOLIDAYS

7.2.1 Regular Holidays

7.2.1.1 The County recognizes the following regular holidays:

- The first day of January
- The third Monday in January
- The twelfth day of February
- The third Monday in February
- March 31 (Farmworkers Day)
- the last Monday in May
- June 19th (Juneteenth)
- The fourth day of July
- The first Monday in September
- The ninth day of September
- Veteran's Day
- Thanksgiving Day
- The Friday immediately following Thanksgiving Day
- December 25
- Every day appointed by the President of the United States or the Governor of the State of California for a public fast, thanksgiving, or holiday and adopted by the Board of Supervisors.

7.2.1.2 Regular full-time employees not subject to the Holiday in Lieu provision (Section 7.2.2) shall receive eight (8) hours of holiday pay for each recognized holiday. Employees who are not required to work on a holiday that falls on their regular workday (e.g., Fire Inspector) who have a regular workday longer than eight (8) hours shall use vacation or CTO to cover any hours beyond eight (8).

To be eligible for the holiday pay, employees must be in paid status on both their regularly scheduled workday before and their regularly scheduled workday after the holiday.

7.2.1.3 Regular full-time employees not subject to the Holiday in Lieu provision (Section 7.2.2), shall be compensated at one and one-half times the applicable hourly rate for actual time worked on the holiday day, in addition to the eight (8) hours of holiday pay.

7.2.2 Holiday in Lieu

7.2.2.1 Effective the pay period following adoption of the MOU in 2025, in recognition of scheduled staffing without regard to holidays, employees in the following groups will receive twelve (12) hours' pay at a straight time rate for each holiday listed in Subsection 7.2.1.1 above, payable in the pay period in which the holiday occurs:

- Employees Regular Hire Fire Supervisors
- Regular Hore Medical employees, and
- 40-hour Fire Protection Employees (i.e., 40-hour assignments for any fire suppression rank, including Captain, Engineer, HFEO, and Firefighter).

To be eligible for holiday in lieu pay, the employee must be in paid status on both their regularly scheduled workday before and their regularly scheduled workday after the holiday.

7.2.3 Floating Holiday

7.2.3.1 Effective July 1 of each year, employees subject to the Holiday in Lieu provision (Section 7.2.2) shall be credited with eight (8) equivalent floating holiday hours.

7.2.3.2 Bargaining unit employees initially hired by the County between July 1 and December 31 shall be credited with floating holiday equivalent to one-half a duty day upon hire (12 hours for employees subject to Holiday in Lieu and 8 hours for all other employees). Bargaining unit employees initially hired by the County between January 1 and June 30 shall be credited with floating holiday equivalent to one-quarter a duty day upon hire (6 hours for employees subject to Holiday in Lieu and 4 hours for all other employees).

7.2.3.3 Floating holiday hours shall be scheduled like vacation. Floating holiday hours shall be taken in the fiscal year accrued and shall not carry over from one fiscal year to the next. Unused floating holidays hours shall be paid out in the first full pay period of the succeeding fiscal year at the employee's base hourly rate in effect for that pay period.

7.2.3.4 Upon termination of employment, unused holiday hours shall be paid at the employee's base hourly rate.

7.2.4 Compensation for holidays for eligible Regular Hire Fire Suppression employees and Medical employees:

7.2.3.1 Effective the pay period beginning September 22, 2019, represented regular hire suppression and medical employees will receive twelve (12) hours' pay at a straight time rate for each holiday listed in Subsection 7.2.1.1 above, payable in the pay period in which the holiday occurs.

7.2.3.2 An employee is eligible for holiday compensation, if the employee is in paid status for regularly scheduled shifts, immediately preceding and immediately following the days designated in Subsection 7.2.1.1. above.

7.2.3.3 Payment for unused floating holidays accrued pursuant to Section 7.2.2.2 shall be made in the last paycheck that includes the first full pay period of the succeeding fiscal year, based on the employee's hourly rate on the last day of the fiscal year in which the floating holiday was accrued.

7.2.5 Compensation for holidays for eligible 40 hour employees:

7.2.4.1 Holidays worked shall be compensated at one and one-half times the applicable hourly rate and the employee shall receive holiday hours off in lieu of those worked.

7.2.4.2 For all 40 hour employees, including Fire Dispatchers hired on or after July 1, 2009, holidays worked shall be compensated at one and one-half times the applicable hourly rate for actual time worked on the holiday day. In addition, the employee shall receive eight (8) holiday hours off in lieu of those worked.

7.2.4.3 The Following provisions apply to Fire Dispatchers hired before July 1, 2009:

7.2.4.3.1 Effective the pay period beginning September 22, 2019, Fire Dispatchers hired before July 1, 2009 will be compensated for twelve (12) hours at the straight time rate of pay for each holiday worked for each holiday listed in Subsection 7.2.1.1 above and shall be payable in the pay period in which the holiday occurs.

7.2.4.3.2 Fire Dispatchers hired before July 1, 2009 are eligible for holiday compensation, if the employee is in paid status for regularly scheduled shifts, immediately preceding and immediately following the days designated in Subsection 7.2.1.1 above.

7.2.4.3.3 For Fire Dispatchers hired before July 1, 2009, payment for unused floating holidays accrued pursuant to Section 7.2.2.2.1 shall be made in the paycheck that includes the first full pay period of the succeeding fiscal year, based on the employee's hourly rate on the last day of the fiscal year in which the floating holiday was accrued.

7.3 INSURANCE AND RETIREMENT CONTRIBUTIONS

The County provides a fringe benefits package described below. Unless expressly stated, all benefits listed in this article are prorated based upon the employee's regular hire FTE. Hours worked as a Contingent Hire (i.e. Extra Hire) employee, and/or hours worked in excess of a part-time regular hire FTE, and/or overtime hours do not count toward the accrual of benefits.

7.3.1 Biweekly Fringe Benefits

Regular hire employees enrolled in a County medical plan receive bi-weekly fringe benefit payments in calendar year 2025 as follows:

	Employee Only	Employee +1 Dependent	Employee + Family
Bi-weekly Fringe	$540.98	$869.46	$1,173.57

Fringe Adjustment for all benefited employees at the employee plus one (1) and employee plus family benefit levels. Effective in December 2025, in the pay period in which there will be an increase in health insurance premiums for the coming benefit Plan Year, the County will increase the bi-weekly fringe benefit package by an amount equivalent to six percent (6%) of the same dollar amount as the new Kaiser Silver premium.

Fringe Adjustment for all benefited employees at the employee plus one (1) and employee plus family benefit levels. Effective in December 2026, and December 2027 in the pay period in which there will be an increase in health insurance premiums for the coming benefit Plan Year, the County will increase the bi-weekly fringe benefit package by an amount equivalent to five percent (5%) of the same dollar amount as the new Kaiser Silver premium.

Fringe Adjustment to County Fringe Contribution at the Employee-Only Enrollment Level for Plan Years 2026, 2027, and 2028. If the biweekly premium at the Kaiser Silver employee-only level in benefit plan years 2026, 2027, and/or 2028 plus mandated employee-only dental and core vision insurance exceeds the County's biweekly fringe contribution at the employee-only level ($515.25 biweekly), the County will increase its biweekly fringe contribution at the employee-only level to an amount equal to 100% of the biweekly premiums for employee-only enrollment in Kaiser Silver and mandated employee-only dental and core vision insurance, for all represented employees who enroll in employee-only medical plans.

The County covers the full cost of Basic Life Insurance separately and apart from the Fringe contribution.

7.3.2 The County will contribute $120.67 per pay period toward the health benefits of qualified extra hire (seasonal) employees under the Affordable Care Act (ACA).

7.3.3 Any benefits eligible employee covered by this agreement may make an annual written application to the Human Resources Department for waiver of required participation in a County medical plan, except Dental Insurance , Vision Insurance, and Basic Life Insurance, if said employee provides acceptable proof of equivalent coverage in a group medical plan through other sources. An employee who waives participation under this section shall use the fringe benefit package to purchase mandated benefits and is eligible to receive up to $100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package.

7.3.4 For all eligible employees, the County agrees to apply the fringe benefit contributions towards the premiums for health, dental, vision, basic life, supplemental life and disability insurance. Effective January I, 2026, the County will enhance the County-paid Group Term Basic Life and Death & Dismemberment Insurance increasing the benefit from $10,000 to $50,000 and will also provide enhancements to the supplemental Group Life and Death & Dismemberment Insurance for DP/Dependents and Long Term Disability Benefits.

7.3.3.1 Bargaining unit employees are eligible for participation in the Dependent Care Assistance Program, the Flexible Spending Account Program (FSA) and Long Term Care Program.

7.3.3.2 Non-safety Employees Represented by Association shall be enrolled in the State Disability Insurance (SDI) plan, at employee cost.

7.3.3.3 The County shall give payroll deduction rights (i.e., a separate “bucket”) for long term disability insurance private coverage for bargaining unit members.

7.3.3.4 Bargaining unit employees are eligible for double supplemental life insurance to be added as a subvented benefit. If added during open enrollment, enrollment is subject to approval of the insurance company.

7.3.3.5 Tax Free Retirement Contribution: No Federal or State taxes will be withheld, by the County, from the employee’s paycheck on the amount the employee contributes to retirement.

7.3.3.6 Effective January 2, 2005, current bargaining unit (safety members only) will have a 3% @ 50 retirement formula (in place of 3% at 55 previously negotiated). The parties agree to utilize 7.06% as the actuarial value of the increased cost for the 3% @ 50 retirement enhancement. Parties further agree that eligible bargaining unit employees will share in that cost increase by contributing 50% of the 7.06% or 3.53%. The parties are implementing this section in accordance with Section 31678.2 of the California government code. In accordance with this section, members shall pay the 3.53% as part of the contribution by the employer that would have been required if section 31664.1 (3% @ 50 enabling legislation) had been in effect during the period of time for which this benefit is effective (i.e., going forward and backwards). This agreement shall only be applicable to members who retire on or after January 2, 2005.

Effective for employees entering the retirement system as of July 1, 2008, the eligible retirement age for miscellaneous members will be 55.

For any employee hired into a miscellaneous, non-safety job classification on or after January 1, 2011, the employee shall be placed in Retirement Tier 4. The Retirement Tier 4 formula shall be 2% at 61 ¼ as stated in Cal Gov. Code 31676.1

7.3.3.7 Effective for employees entering the retirement system as of January 1, 2013, the eligible retirement age for safety members will be 57 and the formula will be 2.7%; for miscellaneous employees the eligible retirement age will be 62 and the formula 2%.

7.3.5 Any county employee enrolling in County medical coverage is eligible to receive up to $100.00 cash back of any remaining unused amount of their bi-weekly fringe benefit package with the exception below.

Elimination of Cash Back for New Hires and Employees Not Receiving Cash Back as of September 22, 2019:

- Effective September 22, 2019, there will be no cash back of any remaining unused amount of an employee's bi-weekly fringe benefit package for the following:
  - Employees hired on or after September 22, 2019
  - Employees who do not receive cash back as of September 22, 2019

7.3.6 Effective January 12, 1997, employees are required to share fifty percent (50%) of the cost of the retiree cost of living adjustment (COLA), pursuant to Cal. Govt. Code Sections 31870 et seq., in an amount not to exceed 3.1% (the approximate weighted average cost of the COLA for safety members) of their compensation earnable. These contributions shall be credited to each member's individual retirement account(s).

7.3.7 County further agrees to continue payroll deduction service as in effect June 30, 1970, for insurance programs sponsored by the Association. Said service shall not be extended to any additional programs without the written approval of the County Administrator.

7.4 SICK LEAVE

7.4.1 General

Each regular full time employee's sick leave accrual under the biweekly payroll system shall be accrued at the rate of .0495 for regular hire fire suppression employees and Fire Dispatchers hired before July 1, 2009 and at .0462 for 40-hour employees, including Fire Dispatchers hired on or after July 1, 2009.

7.4.1.1 Unused sick leave shall be accumulated without limit.

7.4.1.2 Sick leave with pay up to a total number of duty hours accumulated shall be granted by the Fire Chief in case of bona fide illness or injury of employee. County may require a physician's certificate or other evidence, either as a condition of continuing an employee on sick leave status or as a requirement of returning to duty only under the following circumstances:

- If sick leave is used by any employee to cover the tour (two (2) shifts) immediately prior to scheduled vacation; or

- If sick leave is used by any employee to cover the tour immediately after (two (2) shifts) scheduled vacation; or

- After four (4) consecutive duty days of illness

Association recognizes County's right to investigate and correct abnormal and unexcused uses of sick leave.

7.4.1.3 Excessive sick leave usage will be handled in accordance with the relevant County PMR.

7.4.1.4 "Sick call" made after 1700 hours the day prior to the shift will trigger "Urgent Need" overtime procedures.

7.4.1.5 Leave with pay up to six (6) standard work days for 40-hour work week employees; or three scheduled shifts for Regular Hire Fire Suppression employees may be granted during a calendar year by the department head for an employee who must care for a son, daughter, spouse or person of a familial relationship residing in the same household during illness. Such leave shall be charged against accumulated sick leave.

7.4.1.6 Sick Leave Borrowing: During the first six (6) months of employment as a new regular hire County employee, an employee may borrow up to two standard workdays of sick leave (Regular Hire Fire Suppression employees) or five standard workdays (40 hour employees). Such sick leave borrowed shall be subtracted from future accumulations as provided above until accumulation equals sick leave borrowed.

7.4.2 Bereavement

Leave with pay for up to the number of duty hours worked in the week but not to exceed 48 hours shall be granted by the department head in case of the death of an immediate family member as defined in PMR 44.7. Employees may take off additional duty hours up to a total of five (5) shifts (including the paid bereavement leave identified above) for each instance of bereavement. These additional duty hours shall be paid from the employee's eligible leave banks (including vacation and sick leave).

Bereavement leave in case of death of other persons or for hours in excess of five (5) shifts shall be pursuant to PMR 44.7.

7.4.3 Catastrophic Leave

Bargaining unit employees shall be eligible for participation in the County Catastrophic Leave Donation Program.

7.4.4 Exceptions

Sick leave, with pay, shall not be granted for illness or injury attributable to an outside occupation, for which Worker's Compensation benefits are available.

7.4.5 Retirement Service Credit

Employees may use 75% of unused accrued sick leave for retirement service credit.

7.4.6 Industrial Accidents

Safety Employees Subject to Labor Code 4850

In cases of work-related illness or injury, the employee shall receive full pay for a period not to exceed one year in accordance with Labor Code, Section 4850, without charge against sick leave, provided the County determines that:

1. The accident is, in fact, work-related;
2. Time off work is warranted;
3. The duration of the time off work is warranted.

If the work-related disability continues beyond the one year (2912 hour) period, accumulated sick leave shall be applied to time off work in a proportionate amount which, when added to Worker's Compensation benefits, will provide total compensation equal to employee's regular wage or salary. Upon exhaustion of accumulated sick leave, accrued vacation time may be applied in the same manner.

Compensation shall continue until the employee returns to work, all accruals are exhausted, or it is medically determined that there is a permanent disability which precludes return to regular duties, whichever occurs first.

Miscellaneous Employees

In cases where an employee initiates a workers' compensation claim, the County will provide full pay, without charge, against sick leave, during the first week off work, or any portion thereof, following an industrial accident provided that the County determines:

That time off work is warranted for the injury or for treatment; and

That the duration of time off is warranted.

If a claim is denied and the following conditions are met 1) the County continues to determine the time and duration from work are warranted and 2) the employee has received the first week coverage, then a leave adjustment will be completed so that the week is charged against the employee's sick or other leave.

In all other cases, accumulated sick leave shall be applied to time off work following an industrial accident in a proportionate amount which, when added to worker's compensation benefits, provides compensation equal to the employee's wages. Upon exhaustion of accumulated sick leave, other accrued leave balances may be used in the same manner.

Safety and Miscellaneous Employees

In accordance with Labor Code section 4600, the County has the right to require the treatment of work-related injuries or illnesses by a County-designated physician, except that after 30 days from the date that the injury is reported, the employee may be treated by a physician of his or her own choice within a reasonable geographic area. On or after January 1, 2005, upon completion of the employer created "Medical Provider Network", this provision will be altered to reflect the provisions of the new law.

However, if the employee has notified his or her employer in writing (Employee's Designation of Personal Physician) prior to the date of injury that he or she has a personal physician (as defined by the Business & Professional Code 2000) who retains the employee's medical records and medical history and has agreed in advance* to be the predesignated physician, the employee shall have the right to be treated by that physician from the date of injury. The employer shall continue to have the duty to provide first aid treatment and appropriate emergency treatment reasonably required by the nature of the injury or illness (LC 9780.2).

*The predesignated physician shall submit a signed form attesting to his/her agreement to be this individual's treating physician in the event of a Workers' Compensation injury or illness and that he/she will adhere to the rules and regulations governing treating physicians pursuant to LC 9785. This form will be attached to the predesignation form on file with the employer.

In the event an employee receives a burn in the performance of duty, the employee will be transported directly as soon as is reasonably possible to the nearest regional burn center for treatment upon either the employee's request or the order of the senior officer present.

7.5 HEALTH AND SAFETY

County shall comply with all applicable Federal, State, and County safety regulations, and shall furnish to employees, as needed, all safety equipment required therein or necessary for the safety of employees.

7.6 EQUIPMENT PROVIDED

County shall provide all equipment it deems essential to complete assigned duties. County shall provide safety equipment essential for the completion of assigned duties. List of equipment is available upon request.

7.7 UNIFORMS

7.7.1 County shall, at the end of each calendar quarter, pay $200.00 as a uniform and safety boot allowance to each officer employed, on the date of payment, who is required to wear a uniform during regular duty hours, and who is one of the following classes:

Fire Captain
Senior Fire Captain
Fire Dispatcher
Supervising Dispatcher
Fire Engineer
Fire Fighter
Fire Engineer/Paramedic
Fire Fighter/Paramedic
Fire Heavy Equipment Operator
Fire Inspector

7.7.2 Seasonal Extra Hire Employees shall be entitled to an annual uniform allowance of $600 payable in the first pay period in July.

7.7.3 The Department will provide four (4) pairs of single layer pants to all safety sensitive fire line employees identified in Section 7.7.1. The Department will provide six (6) pairs of single layer pants to all safety sensitive fire line employees identified in Section 7.7.2. Replacement pants will be per Department policy.

7.8 SPECIFIED WAGE ADJUSTMENTS

Upon approval of any specified wage adjustments described herein, such assignments and/or related compensation shall only become effective on the first day of represented employees' work period and end on the last day of represented employees' work period.

7.8.1 Temporary Promotions

In cases of prolonged absence from duty, vacancy of approved position, or other emergencies, the Fire Chief, with the approval of the Director of Human Resources or designee, may in writing, temporarily promote a Regular Hire employee when such employee is regularly required to substantially perform the full duties of a budgeted position with a higher classification for a period in excess of seven (7) shifts. In such cases, the employee shall be paid for all hours in paid status at the rate on the salary range of the higher classification that is closest to, but not less than five percent (5%) above his or her base hourly rate in the classification in which he/she holds regular status at the time he/she is temporarily promoted. All increases shall be rounded to the nearest whole percentage using regular rounding rules. An employee in a temporary promotion may receive more than the top step of their higher classification into which the employee is temporarily promoted if the top step of the classification of the temporary promotion pay would result in a less than 5%. An employee's eligibility for overtime and leave accrual shall be pursuant to his/her regular classification.

An employee must meet the minimum qualifications for the job class to which he/she is being temporarily promoted and must have completed the first six (6) months of his or her initial probationary period with the County. The selection decision rests with the appointing authority.

The request for temporary promotion must be submitted to Human Resources by the appointing authority in writing and should include the justification for the temporary promotion along with the required documentation. Temporary promotions shall not exceed one (1) year. In the event of unusual circumstances, the appointing authority may request an extension from the Director of Human Resources. Beyond the first year of a temporary promotion, extensions may only be granted in up to six (6) month intervals. The temporary promotion will be reassessed for justification at each extension request.

The granting and/or discontinuance of a temporary promotion shall not be subject to the grievance procedure.

7.8.2 Temporary Special Assignment Pay

Temporary special assignment is defined as a practice where, as directed by an appointing authority, at least 25% of an employee's work time requires the performance of higher level duties outside of their regularly assigned classification that significantly changes the nature of their work.

Temporary special assignments must be a minimum of ten (10) working days, and shall not exceed six (6) calendar months. In the event of unusual circumstances, a department head may request an extension from the Director of Human Resources. Temporary special assignments will be effective no earlier than the start of the pay period in which the application was received.

An employee shall be paid an additional five percent (5%) of his or her present salary on hours worked. Temporary special assignment pay shall not be provided in addition to temporary promotion pay.

The request for temporary special assignment pay may only be initiated by the appointing authority by submitting the request for temporary special assignment pay to Human Resources in writing. The request should include a description of the additional duties assigned that are not represented in the employee's regularly assigned classification and the expected duration of the assignment. Any conflicts concerning the application of this policy shall be decided by the County Administrator, whose decision shall be final.

The granting and/or discontinuance of temporary special assignment pay shall not be subject to the grievance procedure.

7.8.3 Captain and Senior Fire Captain Paramedic Incentive. Any Captain or Senior Fire Captain maintaining his/her paramedic qualifications shall receive a two and a half percent (2.5%) incentive pay.

7.8.4 Bilingual Pay When the Fire Chief, with the approval of the Human Resources Director, designates an assignment as requiring bilingual skills, any employee in such a designated assignment, who has first demonstrated proficiency in a language acceptable to the Fire Chief and the Human Resources Director, shall be eligible to receive a 5.0% salary differential based on their hourly rate for time spent using such skills. Upon the separation of the employee from said assignment requiring designated bilingual skills, the bilingual skills pay to the employee will be discontinued.

7.8.5 Educational Incentive.

Employees who possess a Firefighter II certificate and have completed at least 50% of required courses required to achieve certification as a "Company Officer" under the California State Fire Training (SFT) certification program, or equivalent (i.e., the California State Fire Marshal's Office "Fire Officer" certification will be eligible for educational incentive of $65 per month payable in bi-weekly payments of $30.

7.8.6 Additionally, effective

Effective July 1, 2018, employees who possess an Associates of Science “AS” or an Associates of Arts “AA” or higher (e.g. B.A., B.S.) will be eligible for educational incentive of $26 monthly payable in biweekly payments of $12.

Educational incentive will not cumulatively exceed $42 bi-weekly.

7.9 MILEAGE

7.9.1 In the event an employee shows up at said employee’s regularly assigned station and then is ordered to move to another station with own vehicle, the employee will be reimbursed for mileage at the rate of IRS reimbursement only from the initial duty station to the second duty station assigned.

7.10 REASSIGNMENT

One or more vacancies or anticipated vacancies (e.g., vacancies expected due to retirement or promotion) in the Department shall be open to reassignment of current regular employees of the same rank or classification as the vacant position. Notice of the vacancy or vacancies shall be provided by the Fire Chief via Target Solutions and any regular employee holding the stated rank or classification may submit to the Fire Chief a written request for reassignment. Notices of vacancy will be open for one (1) week for a request for reassignment. The reassignment requests shall be considered in order of seniority in rank of employees submitting requests. However, the Fire Chief shall have the discretion to fill vacancies in the manner the Fire Chief determines to be in the best interests of the efficiency and effectiveness of the department. Decision will be made within five (5) days of vacancy close date. A list of those who applied for and received the vacancy will be sent to those candidates and the Association within two days after the selection is made.

7.10.1 There shall be no mass reassignments. Reassignments shall occur when vacancies are created or anticipated (as by promotion) or for cause (e.g. personality conflict). The issue of “cause” may be grieved to the level of the Chief, but not to arbitration.

7.11 LEAVES OF ABSENCE

7.11.1 All leaves of absence without pay shall be subject to the approval of the Fire Chief.

7.11.2 Employees who are absent from duty on an authorized leave of absence shall not lose any rights accrued at the time the leave is granted.

7.11.3 Approved leave without pay for purposes other than prolonged sickness shall commence after the employee has used all of said employee’s accrued vacation and compensatory time. In cases of prolonged illness, approved leave without pay shall commence after the employee has used all of said employee’s accrued sick leave, vacation, and compensatory time except that the employee may retain up to 56 hours accrued vacation time.

7.11.4 Personnel Management Regulations 44.18, Distress not otherwise covered, shall not apply to employees in these bargaining units.

7.11.5 Regular employees who are impaneled on a jury shall be deemed to be on special paid leave for the duration of their jury duty, and shall receive their regular salary. On days the court is in session and the employee is scheduled to work, he/she will not be required to return to duty to finish his/her shift. When an employee is on duty the day before a court session, a reasonable early relief will be provided. Any amount received as jury fees for such service shall be waived or returned to the County. Regular employees may retain any expense reimbursement.

The employee will provide the department with as much advance notice as possible of the jury summons and the assigned juror number.

7.11.6 Regular employees shall be allowed special leave, with pay, during regular working hours, to take merit system promotional examinations scheduled by the County of Marin.

7.12 PART-TIME EMPLOYEES

Regular employees working less than a full schedule shall be entitled to all benefits provided in this Contract on a reduced time or payment basis computed on the ratio of part-time compensation received to normal full-time compensation.

7.13 EXTRA-HIRE EMPLOYEES

7.13.1 An employee who has worked on an extra-hire basis for a full duty schedule for one (1) or more calendar months immediately preceding appointment on a regular hire basis, at that time shall be credited with vacations and sick leave accruals for the extra-hire time on the basis of actual hours worked during the most recent period of service.

7.13.2 An extra-hire employee who continuously occupies a position with a three-step salary range for six months shall, if thereafter appointed on a regular hire basis, be compensated at the same step until the employee completes one year (2912 hours) of service. A step increase may be granted on the first day of the pay period after completion of one year’s (2912 hours) service.

7.13.3 Extra-hire employee designated as fire suppression personnel shall be advanced one step in the salary range the first day of the pay period following completion of paid duty hours equivalent to one year (2912 hours or 2080 hours depending upon the employee’s job class) of service.

7.13.4 An extra-hire employee converting from full-time to part-time status, with less than a 90-day break in service, shall be compensated at the same salary step, if rehired into the same classification.

7.13.5 Benefits shall apply to regular hire County employees, unless specifically stated for extra-hire employees.

ARTICLE 8 – GRIEVANCES

8.1 DEFINITION, SCOPE AND RIGHT TO FILE

8.1.1 A grievance is a claimed violation, misinterpretation, inequitable application or non-compliance with provisions of the following:

1. Collective bargaining agreement;
2. County ordinances;
3. Resolutions;
4. Rules;
5. Regulations;
6. Existing practices affecting the status or working conditions of County employees.

8.1.2 Appeals of Appointment, Disciplinary Action, Examination Appeals, Release from Probation, Complaints of Discrimination and the content of Performance Evaluations are not grievable hereunder.

8.1.3 A grievance may be filed by an employee in his/her own behalf, or jointly by any group of employees, or by a recognized employee organization.

8.1.4 A grievance may be filed by an employee organization when claiming a violation within its scope of representation.

8.1.5 If it is asserted that a grievance is outside the scope of the procedures or definitions contained herein, such assertion shall be evaluated and ruled upon at each step. Such claim shall not halt the further processing of the grievance until Step 2 is reached. At Step 2, the County Administrator shall evaluate the assertion, and make ruling prior to hearing the grievance on the merits, if necessary.

8.2 INFORMAL GRIEVANCE

8.2.1 Within seven calendar days of the event giving rise to a grievance, the grievant shall present the grievance informally for disposition by the immediate supervisor or at any appropriate level of authority within the department.

8.2.2 Presentation of an informal grievance shall be a prerequisite to the institution of a formal grievance.

8.3 FORMAL GRIEVANCE

8.3.1 If the grievant believes that the grievance has not been redressed within 14 calendar days, he/she may initiate a formal grievance within seven calendar days thereafter. A formal grievance can only be initiated by completing and filing with the Human Resources Department a form provided by the Human Resources Department for this purpose. The form shall contain:

1. Name(s) and signature(s) of grievant(s);
2. Class Title(s);
3. Department(s);
4. Mailing address(es);

5. A clear statement of the nature of the grievance (citing applicable ordinance, rules or regulations, or contract language), statement must specify what provision(s) have been violated and how such violation(s) occurred;
6. The date upon which the event giving rise to the alleged grievance occurred;
7. The date upon which the informal discussion with the supervisor took place;
8. A proposed solution to the grievance;
9. The date of execution of the grievance form;
10. The signature of the grievant;
11. The name of the organization, if any, representing the grievant followed by the signature of the organization's representative.

8.3.2 In cases of alleged irreparable injury, the Association (only) may invoke "immediate arbitration." The purpose of this provision is to have a determination by the arbitrator of the propriety or impropriety of the intended action before the action/omission occurs. The parties shall, by mutual agreement, or "striking", choose an arbitrator within five workdays of the grievance reaching level 3, or use the usual "striking" procedure and timelines if the action is stayed pending a decision.

There shall be oral argument after the evidence is submitted. Post hearing briefs may be submitted by mutual agreement. Pre-hearing briefs may be submitted at the option of either party.

8.3.3 Step 1

Within three calendar weeks after a formal grievance is filed, the department head shall investigate the grievance, confer with the grievant in an attempt to resolve the grievance, and make a decision in writing.

8.3.4 Step 2

8.3.4.1 If the grievance is not resolved in Step 1 to the satisfaction of the grievant, he/she may, within not more than seven calendar days from his/her receipt of the Department Head's or Affirmative Action Officer's decision, request consideration of the grievance by the County Administrator, by so notifying the Human Resources Department in writing.

8.3.4.2 Within fourteen calendar days after such notification, the County Administrator will begin the process of investigating the grievance, conferring with persons affected and their representatives to the extent he or she deems necessary, and render a decision in writing within fourteen calendar days of the conclusion of the hearing or fact finding.

8.3.4.3 If the written decision of the Administrator resolves the grievance to the satisfaction of the grievant and the County, it shall bind the County, subject to ratification by the Board of Supervisors, if the decision requires an unbudgeted expenditure.

8.3.4.4 The Administrator shall advise the grievant, in writing, of the decision and the alternatives under Step 3; should the grievant choose to proceed further.

8.3.5 Step 3

8.3.5.1 A final consideration of the grievance to Step 3 may be filed, in writing, with the Human Resources Department not more than seven calendar days from his/her receipt of the County Administrator's decision. The grievant may, to the extent provided below, select either Alternative A or Alternative B as the final appeal step.

8.3.5.2 Alternative A. The grievance shall be determined by the Personnel Commission. The decision of the Commission shall be made in writing within sixty calendar days after the filing of the appeal at Step 3; and shall be final and binding on all parties, subject to ratification by the Board of Supervisors, if the decision requires an unbudgeted expenditure.

8.3.5.3 Alternative B. The grievance will be determined by an arbitrator selected by mutual agreement between the County and the grievant, provided that:

(a) The County and the grievant agree on the issues to be arbitrated, or

(b) The grievance pertains to the specific terms of any existing collective bargaining agreement:

The decision of the arbitrator will be final and binding on all parties, subject to ratification by the Board of Supervisors, if the decision requires an unbudgeted expenditure.

Both parties shall endeavor to submit the grievance to the arbitrator within 60 calendar days after filing of the appeal to Step 3.

Prior to a hearing before the Personnel Commission or an arbitrator, the parties will participate in a mandatory settlement conference in an attempt to resolve the grievance. All discussions in the settlement conference are confidential and may not be used in any subsequent hearing/arbitration or dispute resolution process.

Limitation in Decision of Personnel Commission or Arbitrator (Hearing Officer(s)):

The Hearing Officer(s) will neither add to, detract from, nor modify the language of the collective bargaining agreement or of departmental rules and regulations in considering any issue properly before them.

8.4 GENERAL CONDITIONS

8.4.1 The Human Resources Department shall act as a central repository for all grievance records.

8.4.2 Any time limit may be extended only by mutual agreement in writing.

8.4.3 Grievant's signature is required at each step of the grievance procedure.

8.4.4 An aggrieved employee may be represented by any person or organization certified to represent a majority of employees in a representation unit in which an aggrieved employee is included and is entitled to be present at all formal meetings, conferences, and hearings pertaining to the grievance.

8.4.5 A copy of the grievance will be provided to the department head at each step of the grievance procedure.

8.4.6 Grievances may be amended only by mutual agreement in writing.

8.4.7 All expenses of arbitration shall be shared equally by the County and the grievant.

8.4.8 Failure on the part of the County or the grievant to appear in any case before the Personnel Commission, or an arbitrator, without good cause, shall result in forfeiture of the case and responsibility for payment of all costs of arbitration or the Personnel Commission.

8.4.9 Mediation may be used by both parties to assist them in resolving grievances. The decision to utilize mediation will be voluntary. Mediation may be held at any time prior to submission of the final appeal under Step 3 of the grievance procedure.

ARTICLE 9 – REDUCTION IN FORCE

A Reduction in Force is governed by PMR's 48.2 and 36.1.

ARTICLE 10 – STRIKE AND LOCKOUTS

During the term of this agreement, County agrees that it will not lock out employees, and agrees that it will not agree to encourage or approve any strike, slowdown or other work stoppage growing out of any dispute relating to the terms of this agreement. Association will take whatever lawful steps are necessary to prevent any interruption of work in violation of this agreement; recognizing, with County, that all matters of controversy within the scope of this agreement shall be settled by established grievance procedures.
Each party consents to, and waives any defenses against, an injunctive action by the other party to restrain any violation of this section.

All Disciplinary Actions arising under this agreement shall be resolved in accordance with the Personnel Management Regulations adopted by the Board of Supervisors.

ARTICLE 11 – NOTICE OF TERMINATION

No regular permanent employee shall be discharged for incompetence or inefficiency, without receiving fourteen (14) calendar days prior written notice of termination.

ARTICLE 12 – SEVERABILITY

If any section or subsection of this agreement should be held invalid, by operation of law, or by any tribunal of competent jurisdiction; or if compliance with or enforcement of any section or subsection would be restrained by such tribunal, the remainder of this agreement shall not be affected thereby, and the parties shall, if possible, enter into collective bargaining negotiations for the sole purpose of arriving at a mutually satisfactory replacement for such article or section.

ARTICLE 13 – PARAMEDIC TRANSFER

Personnel hired into the class of Firefighter/Paramedic will advance to the class of Fire Engineer/Paramedic in accordance with promotional procedures. Personnel are expected to function a minimum of five (5) years in the Paramedic classification. After fulfilling this requirement, personnel may request a change in assignment to the classification of Fire Engineer.

1. Requests must be made in writing to the Fire Chief.
2. A vacancy in the Fire Engineer class must exist.
3. The Fire Chief shall evaluate the requests using such criteria as seniority, evaluations, job performance, the ability to fill paramedic positions, etc. The Chief shall have the sole discretion; however, decisions shall not be arbitrary or capricious.
4. Only the Association may file or process a grievance concerning the application or interpretation of this section.

For the purpose of this section, movement from “Firefighter/Paramedic ” to “Firefighter” or from “Fire Engineer/Paramedic” to “Fire Engineer” shall be considered a lateral movement rather than a movement from a higher “classification” for purposes of computing seniority with regard to reduction in force, layoffs, and involuntary demotion. In a layoff/reduction in force situation, an ex-paramedic who transferred laterally (as defined in this section) can retreat (or lateral) back to the paramedic classification from which he/she transferred; provided, however, that the paramedic who wants to lateral back is currently certified. If the ex-paramedic is not certified, he/she shall be subject to the application of the RIF policy using only the seniority in the new classification as described above. Once the paramedic transfers back, his/her classification seniority shall be applied to any layoff/reduction in force in the paramedic classification to which he/she returned. Seniority in the classification of “Firefighter” or “Fire Engineer” to which the paramedic has transferred to and back from, shall not count as seniority in a “higher classification” in computing seniority in the paramedic classification.

ARTICLE 14 – PROMOTIONAL PROCEDURES

14.1 Fire Engineer Promotional

The standards and testing procedures by which a Firefighter or Firefighter/Paramedic are to move to a FAE or FAEP classification shall be approved by the Fire Chief. Courses of instruction and examinations shall occur in sufficient frequency that any Firefighter or Firefighter/Paramedic shall have a reasonable opportunity to obtain certification, which is required to meet the minimum qualifications for Fire Engineer within the first one year during which the employee is a Firefighter or Firefighter/Paramedic. A Firefighter or a Firefighter/Paramedic may be temporarily assigned to act as a Fire Engineer if they have successfully passed the Fire Engineer’s certification exam for supervised operations and completed the requirements for CICCS for non-supervised operations. Promotional opportunities for Firefighter or Firefighter/Paramedic to a FAE or FAEP will be provided in compliance with Marin County’s Personnel Management Regulation 30.

14.2 Promotional Testing

To allow the members to make their vacation bidding picks based around Promotional Testing Dates, the County will make best efforts to schedule promotional testing in advance of vacation bidding windows and will publish known promotional testing dates one (1) month prior to the Vacation Bidding Window in which the promotional test will take place as follows:

For promotional testing held between November 1st- May 31st, known dates will be published no later than August 31st.

For promotional testing held between June 1st-October 31st, known dates will be published no later than February 28th.

Nothing in this section prevents the County from scheduling additional promotional testing dates and providing notice outside of these windows to address recruitment needs (e.g., an exhausted list). The County will notify the Association when additional testing is needed and will seek to provide as much notice as possible when this occurs.

ARTICLE 15 – DRUG AND ALCOHOL SCREENING

In addition to the drug and alcohol testing procedures described in the County's Personnel Management Regulations No. 20, all employees will be subject to random and post-accident drug and alcohol screening.

ARTICLE 16 – WAIVER CLAUSE

The parties acknowledge that, for the life of this agreement, each voluntarily and unqualifiedly waives the right; and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter pertaining to or covered by this agreement, notwithstanding any other provisions of law to the contrary. Nothing in this section shall restrict the County's right to make changes to the County Personnel Management Regulations in accordance with any applicable requirements of the law.

ARTICLE 17 – TERMINATION DATE

This agreement shall be in effect from July 1, 2025 through June 30, 2028.

Negotiations, on the changes or amendments desired, shall begin as soon as possible following receipt of a request to bargain about a successor agreement. Every effort shall be made to complete such negotiations prior to the end of the contract term.

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representative to execute the within agreement this______day of____________ __________.

FIREFIGHTERS' ASSOCIATION
NEGOTIATING COMMITTEE

06/29/2026
Gregg Adam — Date
Chief Negotiator

FIREFIGHTERS' ASSOCIATION
NEGOTIATING COMMITTEE

07/09/2026
Brett Hughes — Date
President

COUNTY OF MARIN
NEGOTIATING COMMITTEE

05/14/2026
Charles Sakai — Date
Chief Negotiator

COUNTY OF MARIN

Lisa Li (May 21, 2026 09:53:36 PDT) — 05/21/2026
Lisa Li — Date
Director of Employee and Labor Relations

COUNTY OF MARIN

Tom Russell (May 26, 2026 15:05:33 PDT) — 05/26/2026
Tom Russell — Date
Senior Employee and Labor Relations Analyst

RATIFIED:

FIREFIGHTERS' ASSOCIATION

[original signed]

ATTEST

APPROVED:

BOARD OF SUPERVISORS
THE COUNTY OF MARIN

[original signed]

ATTEST

SIDELETTER OF AGREEMENT

MARIN COUNTY AND THE MARIN COUNTY FIRE DEPARTMENT FIREFIGHTERS' ASSOCIATION

Retiree Medical Benefits

The parties agree to re-open to discuss only retiree medical benefits if the County negotiates an increased retiree medical benefit calculation with another represented or unrepresented bargaining unit during the terms of this agreement.

<u>SIDELETTER OF AGREEMENT</u>

MARIN COUNTY AND THE MARIN COUNTY FIRE DEPARTMENT FIREFIGHTERS' ASSOCIATION

PMR Revisions

The County is updating its Personnel Management Regulations. The County agrees to meet and confer on any mandatory subjects of bargaining. While we will provide the Association with all of the proposed changes for the purposes of seeking input on the clarity of the document, the County does not consent to bargain non-mandatory subjects.

In the interest of facilitating expeditious MOU negotiations, the County is proposing that these PMR updates be negotiated/discussed in a separate process, focusing only on PMR's. The parties agree that appropriate release time will be provided to representatives to attend the consultation and meet and confer sessions.

<u>SIDELETTER OF AGREEMENT</u>

MARIN COUNTY AND THE MARIN COUNTY FIRE DEPARTMENT FIREFIGHTERS' ASSOCIATION

Comparator Agencies

The parties agree to meet approximately one year before the expiration of the 2025-2028 MOU to discuss the comparator agencies that will be used for the subsequent successor agreement.

<u>SIDE LETTER OF AGREEMENT</u>

MARIN COUNTY AND THE MARIN COUNTY FIRE DEPARTMENT FIREFIGHTERS' ASSOCIATION

Delta Dental Enhancement

Based on consensus among labor groups to participate in the Delta Dental plan enhancement, the County has agreed to cover the additional cost of the **Employee Only**-level premium increase, as well as **Employee + 1** and **Employee + Family** levels *for the benefit year 2023*. Specifically, the County is adding an additional $.65 per pay period to all employee fringe benefit packages to cover the increased cost for 2023.

While the County negotiated with Delta a reduced impact on **Employee + 1** and **Employee + Family** billed rates so that employees would have no additional premium costs for 2023 (other than what the County is funding), the premium for Delta Dental PPO rates for subsequent plan years remains undetermined at this time.

Should we see an increase in the Delta Dental rates for benefit year 2024 and/or 2025, the County will again meet with labor groups to discuss plan options and obtain consensus on whether to maintain the dental benefit enhancement. Consensus amongst labor groups will be required for the County to maintain (opt into) the Delta Dental plan enhancement in subsequent years. Without consensus amongst labor groups to maintain (opt into) the plan enhancement, the default will be to revert back to no plan enhancement for the County's Delta Dental benefit.

SIDELETTER OF AGREEMENT

Sideletter Agreement on Terms and Conditions of Employment Applicable to Fire Dispatchers hired before July 1, 2009

The parties agree that the following terms will continue to apply to Fire Dispatchers hired before July 1, 2009. Except where specifically noted, Fire Dispatchers hired before July 1, 2009 will be subject to the same terms and conditions as other employees in the Fire Dispatcher classification.

1. Compensatory Time Off (Section 6.4.2). Fire Dispatchers hired before July 1, 2009 will continue to have a compensatory time off accrual cap of one hundred and twelve (112) hours.

2. Holiday in Lieu (Section 7.2.2.1) Fire Dispatchers hired before July 1, 2009 will receive twelve (12) hours' pay at a straight time rate for each holiday listed in Subsection 7.2.1.1 above, payable in the pay period in which the holiday occurs.

3. Floating Holiday (Section 7.2.3). Fire Dispatchers hired before July 1, 2009 will be allocated twelve (12) hours of floating holiday per year, which may be taken at any time during the year accrued with the approval of the Fire Chief.

4. Sick Leave (Section 7.4.1). Fire Dispatchers hired before July 1, 2009 will accrue sick leave at the rate of .0495.

SIDELETTER OF AGREEMENT

Paid Parental Leave
Reproductive Loss Leave

The County and Union agree to:

1. a new leave, Paid Parental Leave, and agree to Attachment A as written and first-time implementation administration as described herein; and,
2. agree to Reproductive Loss Leave, and agree to Attachment Bas written; and,
3. agree that these two leaves will be recommended to the Board of Supervisors for adoption at their September 9, 2025 meeting; and,
4. agree that these two leaves as attached will be incorporated into a revised and updated PMR 44: Leaves; and,
5. agree that coalition meet and confer has already commenced on PMRs 44 and 49, the Personnel Commission has reviewed and supports the updated PMRs, and agree to complete the meet and confer process with the objective of finalizing PMR 44: Leaves and PMR 49: Reasonable Accommodation and placing the amendment for these PM Rs on the Board of Supervisor's calendar for adoption by the end of October 2025.

Paid Parental Leave Implementation

For the first time implementation, County and Union agreed to administer Paid Parental Leave (PPL) as a one-time implementation that includes a "look back" period as follows:

Employees are eligible for the one time “look back” if they:

(1) had a qualifying event between January 1, 2025 and the date of Board adoption, and
(2) who would have been eligible for PPL at the time of the qualifying event had it been in effect

These employees have until November 7, 2025 to request the use of PPL and must use of PPL and must use the leave by June 30, 2026. This is a forward-looking benefit and thus the County will not provide PPL retroactively. Therefore, employees who qualify for the one time “look back” period cannot use their PPL to cover leave already taken.

For those eligible for PPL in the lookback period, a minimum of two weeks’ written notice to their supervisor with a copy to hrleaves@marincounty.gov is required prior to the start of the leave. If the number of leave requests in a department and/or division and/or work unit are submitted for the same period and the County cannot adequately cover the position with a substitute and the leaves requests create operational hardship, the County may delay the use of the leave and will work with the employee on when the leave can be taken within the designated time period. Protected leave (including, but not limited to, PDL, FMLA, CFRA) will be prioritized.

There will be a new PPL pay code for those eligible to use the leave; employees must designate their appropriately when using the leave.